

## **1.0 SCOPE**

### **1.1 DESCRIPTION OF EQUIPMENT, SYSTEM, OR SERVICE TO BE PROVIDED**

By Statute (R.S. 39:141) the State of Louisiana, Office of Technology Services (OTS) shall act as the sole centralized customer for the acquisition, billing and record keeping of all telecommunications systems or telecommunications services provided to the Executive Branch of Louisiana State government which includes all executive departments, certain elected officials, boards and commissions. (<http://www.louisiana.gov/Government/Departments/>). As such, OTS is soliciting proposals to provide Multimedia Collaboration Services comprising Video Conferencing Services, Audio Conferencing Services and Enterprise Streaming Services.

For Video Conferencing Services, Audio Conferencing Services and Enterprise Streaming Services, the State may make primary and secondary awards statewide.

### **1.2 NON-EXCLUSIVE CONTRACT**

Any resulting contract shall be non-exclusive and shall not in any way preclude OTS from entering into similar contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

### **1.3 GUARANTEE OF QUANTITIES OR CONTRACT USE**

Quantities that may be used in this RFP are for informational purposes only. The State does not guarantee that these quantities shall be purchased from the contract.

## **2.0 PROPOSAL PREPARATION/SUBMITTAL INSTRUCTIONS**

### **2.1 DEFINITIONS**

1080P – a video mode that is considered "True High-Definition" or "Full High-Definition". The number 1080 represents 1,080 lines of vertical resolution, while the letter p stands for progressive scan or non-interlaced.

720p – is the shorthand name for an HDTV video mode. The number 720 stands for 720 lines of vertical display resolution, while the letter p stands for progressive scan or non-interlaced.

Audio Conferencing – is an audio communications session among three or more people in different locations participating by means of a central switching unit.

Codec (COder-DECoder) – a device or software that converts analog video signals from a video source to digital signals for transmission over digital circuits, then converts the digital signals back to analog signals for display. An audio codec converts the audio signals to digital signals for transmission over digital circuits, then converts the digital signal back to analog for reproduction.

Continuous Presence (CP) – a feature that allows multiple participants to be displayed in one screen at the same time.

Contract – a legal binding agreement between the State and the successful Proposer(s).

Contractor - means any person having a contract with a governmental body.

Document Sharing – a video conferencing feature that enables multiple participants to view and edit the same computer document.

Enterprise Streaming – is the ability to play video and audio to an internal or external audience, as needed without waiting for the entire file to be downloaded by the viewer or listener.

Firewall Traversal – is the general term for the ability to move data, video, and/or voice communications from one secure network to another.

G.722 – is defined as wide-band audio, a 7kHz bandwidth audio signal transmitted at 48, 56, or 64Kb/s.

H.239 – for the purposes of this document, is defined as the ITU-T standard for role management and additional media channels for H.300 – series terminals.

H.323 – for the purposes of this document, is defined as the suite of standards for multimedia conferencing on traditional packet-switched LANs.

LaNet – a statewide data network that exists for the primary purpose of transmitting and sharing information among governmental, research and educational organizations within Louisiana and across the Internet.

May/Can – denotes the advisory or permissive action.

Multipoint – for the purposes of this document, is defined as a video conference involving three or more parties.

OTS – means the Office of Technology Services.

OTS Project Manager – may mean an employee of OTS who has been assigned as project manager to a specific project or an OTS-designated representative; i.e., an employee of another state agency other than OTS.

Primary Contractor – means the Proposer selected to deliver services solicited in this RFP. Also, sometimes referred herein as the successful Proposer.

Proposer – a firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.

Real-Time Streaming – for the purposes of this document, is defined as delivery of a live conference while the conference is in progress.

RFP – Request for Proposal.

Secondary Contractor – means the Proposer selected to serve in a “standby” capacity to facilitate rapid replacement of the primary Contractor in the event of default by the primary

Contractor. The secondary Contractor may be utilized to provide diverse backup/disaster recovery services if deemed appropriate by OTS or to address specific coverage requirements not adequately supported by the primary Contractor.

Service Offering – for purposes of this RFP, is defined as the Proposer's past and present performance (including any knowledge OTS may have regarding the Proposer's performance on State projects/contracts), the Proposer's experience and qualifications, as well as the Proposer's proposed solution to the State's needs and stated desirable features/functions, as applicable.

Session Initiation Protocol (SIP) – is an IP telephony signaling protocol developed by the IETF. SIP is designed for voice transmission and uses fewer resources and is considerably less complex than H.323.

Shall/Will/Must – denotes a mandatory requirement.

Should – denotes a desirable action.

T.120 – is the data sharing protocol for multipoint data communication in a multimedia conferencing environment. T.120 enables white board collaborations, file transfers, graphic presentations, and applications among participants in a conference.

Transcoding – is the conversion of one transmission format into another transmission format using various algorithms to achieve different quality levels at reduced bandwidth levels.

User Subscription – is the monthly subscription of service per user.

Video Conferencing – is the use of digital video transmission systems to communicate between sites using video and voice. Digital video transmission systems typically consist of camera, codec, network access equipment, video, and audio systems. Video conferences may occur between two participants in a point-to-point call or between multiple participants via a video conferencing bridge.

Virtual Meeting Room (VMR) – for the purposes of this document, is a feature of the video conferencing service that allows multi-party video meetings through desktop, mobile, or room-based video conferencing systems. Also referred to herein as meeting room.

## 2.2

### CALENDAR OF EVENTS

Release RFP and Blackout Period Begins:	November 1, 2016
Pre-Proposal Conference:	November 14, 2016, <u>10:00 AM Central Time</u>
Galvez Building, Room C110 (Pensacola)	
602 N Fifth St., Baton Rouge, LA 70802	
Deadline to Receive Written Inquiries:	December 8, 2016
Deadline to Answer Written Inquiries:	January 18, 2017
Proposal Opening Date and Time	February 7, 2017 <u>10:00 AM Central Time</u>
(Proposal Submission Deadline):	

NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an

addendum to this RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible Proposers.

## 2.3 RFP INQUIRIES

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires *responsible and interested* Proposers to conduct their in-depth RFP review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the Inquiry Deadline date set forth in Section 2.2 Calendar of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be considered.

Inquiries concerning this solicitation should be delivered to the State's contact person for this solicitation, Quinn Eubanks, by mail, express courier, e-mail, hand, or fax:

Office of State Procurement	1201 North Third St.
Attention: Quinn M. Eubanks	Claiborne Bldg., Suite 2-160
RFP Coordinator/Blackout Period Contact	Baton Rouge, LA 70802
P. O. Box 94095	
Baton Rouge, LA 70804-9095	

E-Mail: quinn.eubanks@la.gov	Phone: (225)342-5484
	Fax: (225)342-9756

Only the person identified above or their designee has the authority to officially respond to Proposer's questions on behalf of the State, including during the Blackout Period. Any communications from any other individuals are not binding to the State.

A copy of such inquiry should be delivered to:

Office of Technology Services  
Attention: Nadine Molliere  
P.O. Box 94280  
Baton Rouge, LA 70804-9280

Courier Delivery Address:  
Galvez Building, 2<sup>nd</sup> Floor  
602 North Fifth Street  
Baton Rouge, LA 70802

E-Mail: nadine.molliere@la.gov

An addendum will be issued and posted at the Office of State Procurement LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all RFPs, including but not limited to the specifications, terms, conditions, plans,

etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any state employee or state consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with La.R.S. 39:1671. Such protest shall be made in writing to the Director of State Procurement at least two days prior to the deadline for submitting proposals.

**NOTE:** LaPAC is the State's online electronic bid posting and notification system resident on State Procurement's website [<http://www.doa.la.gov/pages/OSP/Index.aspx>]. In that LaPAC provides an immediate e-mail notification to subscribing Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive email notification vendors must register in the LaGov portal. Registration is intuitive at the following link: [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg) and help scripts are available on OSP website under vendor center at <http://www.doa.louisiana.gov/osp/vendorcenter/regnhelp/index.htm>

## 2.4 BLACKOUT PERIOD

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or their agent or representative is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, per Section 2.3 of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective vendor is also an incumbent vendor, the State and the incumbent vendor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent vendor and/or their representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or state contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the proposal's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process;
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

## **2.5 PRE-PROPOSAL CONFERENCE**

Proposers are encouraged to attend a pre-proposal conference at the appointed site and date specified in the Calendar of Events Section 2.2.

Proposers may also call in to the conference by dialing (888) 363-4734, and entering access code 1743345.

## **2.6 THIS SECTION INTENTIONALLY BLANK**

## **2.7 NUMBER OF COPIES SUBMITTED**

Each Proposer shall submit one (1) signed original and should submit three (3) copies of the proposal, as well as, if applicable, one (1) redacted copy and one (1) electronic redacted copy on a flash drive or CD. (See Section 2.11)

## **2.8 PROPOSAL SUBMITTAL**

This RFP is available in electronic form at the Office of State Procurement's LaPAC website:

<http://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>

It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Procurement. This document is **NOT** available electronically in WORD format. It is the proposer's responsibility to check the Office of State Procurement LaPac website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a proposer's failure to download any addenda documents required to complete the request for proposal.

All proposals shall be received in hard copy (printed) form by the Office of State Procurement **no later than the date and time shown in the Calendar of Events.** FAX or email submissions are not acceptable.

**Important – Clearly mark outside of envelope, box or package with the following information and format:**

- RFP Name: Multimedia Collaboration Services
- File Number: 92907, Solicitation No.: 3000006652
- RFP Opening Date and Time: February 7, 2017, 10:00 AM Central Time

**Proposers are hereby advised that the U.S. Postal Service does not make deliveries to the Office of State Procurement's physical location.**

Proposals may be mailed through the U.S. Postal Service to the Office of State Procurement's box at:

Office of State Procurement  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

If delivering by U.S. Postal Service to the P.O. Box noted above, please allow sufficient time for the mail to then be transmitted to the Office of State Procurement. The Office of State Procurement must receive the proposal by the date and time specified in Section 2.2 Calendar of Events.

Proposals may be delivered by hand or courier service to:

Office of State Procurement  
1201 North 3<sup>rd</sup> Street  
Suite 2-160  
Baton Rouge, LA 70802

The Proposer is solely responsible for ensuring that their courier service provider makes inside deliveries to the Office of State Procurement's physical location. The Office of State Procurement is not responsible for any delays caused by the Proposer's chosen means of proposal delivery. The Proposer should be aware of security requirements for the Claiborne Building and allow time to be photographed and presented with a temporary ID badge.

The Proposer is solely responsible for the timely delivery of their proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal response.

## **2.9 PROPOSED SPECIAL BILLING ARRANGEMENT/CUSTOM TARIFF**

If applicable, the Proposer should include with the proposal a copy of the Special Billing Arrangement/Custom Tariff (SBA/CT) that the Proposer would be required to file with the Public Service Commission (PSC) and/or the Federal Communications Commission (FCC) in order to comply with the proposal, this RFP, and the contract, if awarded the contract. This SBA/CT shall be reflective of and shall not contradict in any manner any of the mandatory terms and conditions of the RFP or the prices and services offered in the proposal. If the Proposer is awarded the contract, the Proposer shall file this exact SBA/CT with the PSC and/or the FCC as soon as possible and in accordance with the PSC's and/or the FCC's guidelines governing the filing of an SBA/CT. If the Proposer is awarded the contract, the Proposer shall agree that the SBA/CT shall not be amended during the term of the contract without prior notice to and written approval of OTS and the Office of State Procurement. If the amendment to the SBA/CT contradicts, modifies, or nullifies the terms, conditions, and/or prices of the contract, the State shall be entitled to cancel the contract.

with thirty days written notice and seek liquidated damages from the Contractor as appropriate and/or forfeiture of all or part of the performance guarantee, as applicable.

The Proposer should indicate in Section 7.2.1 if an SBA/CT is required to be filed, which regulatory bodies (PSC and/or FCC) require the filing, and how many days it would take the Proposer to file the SBA/CT after notification by the State of the intent to award the contract to the Proposer. The Proposer should also provide a copy of the proposed SBA/CT with the proposal. If the Proposer does not provide this documentation and/or information with the proposal, the RFP Coordinator shall request the documentation and/or information after the proposal is received. If the Proposer cannot provide the documentation and/or information by the deadline requested by the RFP Coordinator, the proposal shall be rejected.

## **2.10 JOINT PROPOSALS**

A joint proposal (two or more Proposers quoting jointly on one proposal) may be submitted, and each participating Proposer shall sign the joint proposal. If the contract is awarded to joint Proposers, there shall be one contract issued to the joint Proposers. Each joint Contractor shall agree to take necessary action to ensure that all the obligations of the contract are met. Specifically, in the event the State determines that one or more of the joint Contractors has not met the obligations under the contract, the other joint Contractor shall take necessary actions to ensure that the obligations of the contract are met at no additional cost to the State and with the understanding that if a replacement Contractor is utilized, the replacement Contractor shall comply with all terms and conditions of the RFP and contract. Further, in the event the State requires a performance guarantee, the joint Proposers shall submit a single performance guarantee issued in the names of all joint Proposers. In the event any of the joint Contractors do not meet the performance requirements, the State shall have the option to make claim up to the limit of the guarantee. The joint Contractors shall also designate, in writing, one Contractor that shall function as the single point of contact concerning all matters relating to the contract. The State assumes no responsibility or obligation for the division of orders or purchases among the joint Contractors. If submitting a joint proposal, the Proposer should complete the form in Section 7.2.2 (Joint Proposal).

## **2.11 TRADE SECRETS AND PROPRIETARY INFORMATION**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost portion of the proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 *et. seq.*) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections shall be claimed by the Proposer at the time of submission of their technical proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.



The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

***“The data contained in pages \_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”***

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

**If the Proposer’s response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived. When submitting the redacted copy, the Proposer should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The Proposer should also submit one (1) electronic redacted copy on flash drive or CD. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer’s confidential data.**

Proposers shall be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer’s confidential data, the State shall notify the owner of the asserted data of the request and they shall agree to indemnify the State and hold the State harmless against all actions or court proceedings that may ensue (including attorney’s fees), which seek to order the State to disclose the information. If the owner of the asserted data refuses to indemnify and hold the State harmless, the State may disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

## **2.12 PROPOSAL OPENING**

Proposals shall be opened publicly at the Office of State Procurement's physical location identified in Section 2.8 at the date and time indicated in the Calendar of Events, Section 2.2 and only names of the Proposers submitting proposals shall be identified aloud. No other information contained in the proposal shall be released or disclosed.

## **2.13 SIGNATURE AUTHORITY**

The Proposer should indicate in Section 7.2.3 (Signature Authority) which of the following applies to the signer of this proposal. Evidence of signature authority shall be provided upon the State's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Office of State Procurement before contract award.**
2. The signer of the proposal is a representative of the Proposer authorized to submit this proposal as evidenced by documents such as corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification, or other supportive documents should be attached in Section 7.2.3.**
3. The Proposer has filed with the Secretary of State an affidavit **or** resolution **or** other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to the Office of State Procurement before contract award.**
4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the Office of State Procurement.

## **2.14 PROPOSAL VALIDITY**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within the proposal. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of their proposal.

## **2.15 VETERAN-OWNED AND SERVICE-CONNECTED DISABLED VETERAN OWNED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS PARTICIPATION**

This procurement has been designated as suitable for Louisiana-certified small entrepreneurship participation.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVets and SEs respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson

Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at <https://smallbiz.louisianaeconomicdevelopment.com>.

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of the certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. The statutes (La R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Small E, VSE, or DVSE.

The Proposer should provide information concerning Veteran and Hudson Initiative participation in Section 7.2.4, (Veteran and Hudson Initiative Programs).

## **2.16 PRIME CONTRACTOR RESPONSIBILITIES**

The selected Contractor shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. The State shall consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

## **2.17 USE OF SUBCONTRACTORS**

Each Contractor shall serve as the single prime contractor for all work performed pursuant to their contract. The Prime Contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the Prime Contractor to use subcontractors, the State urges the prime contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events any subcontractor used by the prime should be identified to the State Project Manager.

**Information required of the Prime Contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract** (See Section 3.1.1 Proposer Qualifications). The Prime Contractor shall assume total responsibility for compliance.

### **3.0 RFP REQUIREMENTS**

The State desires that the submitted proposal be labeled according to the RFP labeling format for the ease of understanding and identifying responses to each section.

The State desires to evaluate the Proposer's proposal to provide Multimedia Collaboration Services. Unless stated otherwise, all requested information provided in response to Section 3 of this RFP shall be evaluated.

### **3.1 PROPOSER REQUIREMENTS**

#### **A. COMPLIANCE WITH CIVIL RIGHTS LAWS**

By submitting and signing this solicitation, the Proposer agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments Act of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended and Proposer agrees to abide by the requirements of the Americans with Disabilities Act of 1990. The Proposer agrees not to discriminate in their employment practices, and shall render services under any contract entered into as a result of this solicitation, without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by the Proposer, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

#### **B. PROPOSERS CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT**

Certification of no suspension or debarment: By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133 and is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.S 12549 and 12689, "Debarment and Suspension" as set forth in 24 CFR part 24.

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>

## **B.1 CONTINUING OBLIGATION**

If the Proposer's proposal results in a contract, the Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the contract and debarment from future contracts.

## **C. RIGHT TO PROHIBIT AWARDS OR PROCUREMENT**

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so. Further, the State reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with the Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

### **3.1.1 PROPOSER QUALIFICATIONS**

Political subdivisions of the State, quasi-state agencies and external procurement units (described in Section 7.2.5 (Proposer Participation)) may be permitted to purchase from contracts made by the Office of State Procurement. The Proposer may, at their option, permit political subdivisions of the State, quasi-state agencies, and external procurement units to purchase from any contract awarded against this solicitation. The Proposer should check all that apply on the form in Section 7.2.5 (Proposer Participation).

The State desires that the Proposer has been in the business of providing the Video Conferencing Services, Audio Conferencing Services and/or the Enterprise Streaming Services being requested for an extended period of time. The Proposer is encouraged to supply relevant information concerning their qualifications to perform work under the contract. The Proposer should complete the form provided in Section 7.2.6 (Proposer Qualifications).

### **3.1.2 DETERMINATION OF RESPONSIBILITY**

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in the Louisiana Administrative Code Title 34, Part V, Chapter 15. The State must find that the selected Proposer:

1. has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
2. has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
3. is able to comply with the proposed or required time of delivery or performance schedule;
4. has a satisfactory record of integrity, judgment, and performance; and
5. is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

The Proposer should provide their information on the form in Section 7.2.7 (Determination of Responsibility).

## **3.2 TECHNICAL REQUIREMENTS**

The Proposer may propose one or more of the following services:

- Video Conferencing Services
- Audio Conferencing Services
- Enterprise Streaming Services

### **3.2.1 VIDEO CONFERENCING SERVICES**

The Proposer shall provide cloud-based Video Conferencing Services through user subscriptions.

#### **3.2.1.1 VIDEO CONFERENCING SERVICES – MANDATORY PERFORMANCE CRITERIA**

The following criteria shall apply to Video Conferencing Services.

The Proposer shall indicate their compliance for each of the following. The Proposer should use the form in Section 7.2.8 (Video Conferencing Services – Mandatory Performance Criteria).

The Video Conferencing Service shall:

- a) Allow multipoint video conferences.
- b) Support video conferences in voice-activated mode and in continuous presence mode.
- c) Provide transcoding/speed matching.
- d) Support multimedia ports at HD 720p at 30 fps and below encoding and decoding.
- e) Support H.239 document presentation and collaboration.

- f) Provide the capability for secure communications in a meeting. The security features shall include but not be limited to the following:
  - The capability to prevent unauthorized parties from joining, listening or recording the call.
  - The capability to ensure participants connected to the conference have encryption enabled.
  - The capability to provide AES encryption.
  - The capability to set passwords for meetings.
  - The capability for hosts to mute and drop participants.
- g) Label and log Virtual Meeting Rooms by identifiers such as host user name, either email address or web address or, for dial-in calls a dial-in number.
- h) Enable the user to initiate a video conference Virtual Meeting Room.
- i) Include any required on-premises equipment and application software support, as well as ongoing management and monitoring.
- j) Support IPv6.
- k) Provide websites which deliver live conferences accessible by general viewers and by privileged access authenticated by ID and password.

The Proposer shall indicate their compliance and should describe their service offering for each of the following. The Proposer should provide the requested information on the form in Section 7.2.8 (Video Conferencing Services – Mandatory Performance Criteria).

The Video Conferencing Service shall:

- l) Provide the ability to record and retain video conferences and
  - Make recorded conferences accessible on demand to viewers via a website for the duration of the contract.
  - Allow the State to download or delete recordings at any time during the contract.
  - Retain recordings for sixty days after expiration of the contract.
  - Provide a minimum of one (1) gigabyte of recorded storage for each website.
  - Provide additional storage capacity upon request.
  - Accommodate multiple recordings for each website.
  - Allow access to recorded conferences by general viewers and by privileged access authenticated by ID and password.

The Proposer should describe storage capacity and access.

- m) Provide a web admin dashboard and allow multiple administrators for each account.
- n) Provide the ability to scale user quantities both up and down according to the State's needs.
- o) Support multiple concurrent multi-party video conferencing sessions. The State desires as many concurrent multi-party video conferencing sessions as possible. The

Proposer should state the maximum number of concurrent multi-party video conferencing sessions their service will support.

- p) Allow at least 20 participants per meeting room. The State desires as many participants per meeting room as possible. The Proposer should state the maximum number of participants per meeting room their service will support.
- q) Allow participants to dial into the video conference from an audio source ((i.e., voice call via telephone (PSTN) or computer headset)).
- r) Negotiate stream quality based on connection.
- s) Dynamically adjust frame rates/resolution in response to network performance issues.
- t) Allow users to connect from anywhere with integrated NAT and firewall traversal using standards-based IP technologies, including interoperability with WebRTC.
- u) Allow video connections between users via the internet and the State's network.

### **3.2.1.2 VIDEO CONFERENCING SERVICES – DESIRABLE PERFORMANCE CRITERIA**

The Proposer should describe their service offering and provide the requested information on the form in Section 7.2.9 (Video Conferencing Services – Desirable Performance Criteria).

- a) The State highly desires the service to be compatible with HIPAA, HITECH, ARRA, Security Rule and Privacy Rule.

The State desires:

- b) A large number of simultaneous meeting rooms and participants. The Proposer should indicate the maximum number of simultaneous virtual meeting rooms, the maximum number of participants in a single virtual meeting room, and the total number of participants in all simultaneous virtual meeting rooms their service will provide.
- c) Interoperability with mobile devices, including but not limited to, phones and tablets using the latest versions of the iOS, Android and Windows operating systems. The Proposer should list all compatible mobile devices and operating system versions supported.
- d) Secured signaling, (i.e., TLS-1024). The Proposer should describe the service's secured signaling functions and capabilities.
- e) Audio support for multiple audio ports, integrated IVR, and the broadest range of codecs, including AAC-LD, G.722, G.722.1(c), G.728, G.729(a), and OPUS.
- f) Resilient and redundant service offering with automatic failover and no single point of failure. The Proposer should describe the continuity of their platform.
- g) Support for ITU-T.120 document sharing and collaboration.
- h) Support for HD1080p at 60 fps encoding and decoding.
- i) Support for H.265 High Efficiency Video Coding.



- j) Toll-Free numbers upon request for audio-only calls from the PSTN. The Proposer should quote rate per minute.
- k) Interoperability between endpoint providers and support for open standards, including H.323 and SIP.

### **3.2.1.3 VIDEO CONFERENCING SERVICES – ENHANCED FEATURES**

The State desires the following enhanced features at no additional cost:

- The ability to integrate with the State's Microsoft Exchange 2010 for scheduling.
- The ability to include video conferences with major unified communications platforms such as Microsoft Lync and IBM Sametime.
- The ability to federate with Microsoft Lync.
- The ability to share desktops, content and data.
- Interoperability with third-party services and tools, such as Skype and FaceTime.
- Support QoS tagging and DiffServ protocols for multimedia.

The Proposer should indicate enhanced features they will provide at no additional cost and describe the features on the form in Section 7.2.10 (Video Conferencing Services – Enhanced Features at No Additional Cost).

The Proposers should indicate enhanced features and a description of each feature they will provide at additional cost and **list the cost** on the form in Section 7.2.11 (Video Conferencing Services – Enhanced Features at Additional Cost).

### **3.2.1.4 VIDEO CONFERENCING SERVICES – VALUE-ADDED BENEFITS**

The Proposer is encouraged to supply relevant information concerning any value-added benefits of their service offerings.

The Proposer should describe any value-added benefits that are at no additional cost to the State on the form in Section 7.2.12 (Video Conferencing Services – Value-Added Benefits at No Cost).

The Proposer should describe **and list the cost of** any value-added benefits at additional cost to the State on the form in Section 7.2.13 (Video Conference Services – Value-Added Benefits at Additional Cost).

## **3.2.2 AUDIO CONFERENCING SERVICES**

The Proposer shall provide cloud-based Audio Conferencing Services through user subscriptions.

### **3.2.2.1 AUDIO CONFERENCING – MANDATORY PERFORMANCE CRITERIA**

The following criteria shall apply to Audio Conferencing Services.

The Proposer shall indicate their compliance and should provide the requested information on the form in Section 7.2.14 (Audio Conferencing Services – Mandatory Performance Criteria).

The Audio Conferencing Services shall:

- a) Provide local numbers upon request.
- b) Enable the host and attendees to dial-in to a conference call via a Contractor-provided toll-free access number for participant calls originating in the United States.
- c) Provide the host the ability to determine whether the conference is a one-way sharing of information or interactive with far-end sites actively participating.
- d) Provide web content accessible through a published URL for all participants of an audio conference.
- e) Provide a web admin dashboard for each account. The Proposer should describe the features of the admin dashboard.
- f) Provide the ability to record and retain audio conferences and,
  - Make recorded conferences accessible on demand to viewers via a website for the duration of the contract.
  - Allow the State to download or delete recordings at any time during the contract.
  - Retain recordings for sixty days after expiration of the contract.
  - Provide a minimum of one (1) gigabyte of recorded storage for each website.
  - Provide additional storage capacity upon request.
  - Accommodate multiple recordings for each website.
  - Allow access to recorded conferences by general viewers and by privileged access authenticated by ID and password.

The Proposer should describe storage capacity and access.

- g) Provide simultaneous playback connections. The State desires as many simultaneous playback connections as possible per URL. The Proposer should state the quantity of simultaneous playback connections per URL that will be supported.
- h) Provide one or more administrators for each account/website. The State desires as many administrators permitted for each account/website as possible. The Proposer should state the number of administrators that will be permitted for each account/website.
- i) Have the ability to handle up to 250 participants in an audio conference. The State desires the maximum number of participants the service will allow. The Proposer should state the maximum number of participants in an audio conference.

### **3.2.2.2 AUDIO CONFERENCING SERVICES – DESIRABLE PERFORMANCE CRITERIA**

The State desires the following features for Audio Conferencing Services at no additional cost. The Proposer should use the form in Section 7.2.15 (Audio Conferencing Services – Desirable Performance Criteria) to list and describe the features and/or services they will provide and any associated cost.

- a) International call-in and call-out conferencing services.

- b) Reservation-less capability such that conferences can be set up on demand.
- c) Internet-based reservation services.
- d) On-demand, operator assisted.
- e) Dial out to host.
- f) Dial out to attendee.
- g) Lecture mode.
- h) Custom greetings and hold music.

### **3.2.2.3 AUDIO CONFERENCING SERVICES – VALUE-ADDED BENEFITS**

The Proposer is encouraged to supply relevant information concerning any value-added benefits of their service offerings.

The Proposer should describe any value-added benefits that are at no additional cost to the State on the form in Section 7.2.16 (Audio Conferencing Services – Value Added Benefits at No Cost).

The Proposer should describe and **list the cost** of any value-added benefits at additional cost to the State on the form in Section 7.2.17 (Audio Conferencing Services – Value Added Benefits at Additional Cost).

### **3.2.3 ENTERPRISE STREAMING SERVICES**

The Contractor shall provide an online Enterprise Streaming Service which shall support multiple video and audio formats. The service shall provide live streaming and on-demand video and audio via the internet on multiple devices including, but not limited to, Windows, Mac OS, iOS and Android.

#### **3.2.3.1 ENTERPRISE STREAMING SERVICES – MANDATORY PERFORMANCE CRITERIA**

The following criteria shall apply to Enterprise Streaming Services. The Proposer shall indicate compliance and should provide the requested information on the form in Section 7.2.18 (Enterprise Streaming Services - Mandatory Performance Criteria).

The Enterprise Streaming Service shall:

- a) Provide real-time streaming of video and audio content.
- b) Provide the ability to upload and stream pre-recorded content.
- c) Make recorded content accessible on demand to viewers via a website for the duration of the contract.
- d) Store recorded content at the Contractor's facility.

- e) Allow the State to download or delete recordings at any time during the life of the contract.
- f) Allow downloading of designated content to State storage by privileged access authenticated by ID and password.
- g) Retain recordings for sixty days after expiration of the contract.
- h) Provide the ability to view listings of available content by type (i.e., public meeting, instructional, internal business).
- i) Provide the web admin dashboard for each account. The Proposer should describe the features of the admin dashboard.
- j) Provide the ability to perform end-user keyword searches of the titles of all content linked to the video archives. Keywords shall be defined by the State.
- k) Provide searchable indexes of archived content from the State's complete library of video archives.
- l) Ensure that video streams are free of advertisements and logos except for those approved by the State.
- m) Provide the State the ability to create and maintain individual, customizable, fully-branded websites.
- n) Provide access to video streaming sessions via URLs embedded in an agency's website.
- o) Serve a minimum of 1000 simultaneous viewers per website. The State desires that websites have the ability to serve as many simultaneous viewers as possible. The Proposer should state the maximum number of simultaneous connections per website their service will support and describe any limits of viewer capacity.

### **3.2.3.2 ENTERPRISE STREAMING SERVICES – DESIRABLE PERFORMANCE CRITERIA**

The Proposer should use the form in Section 7.2.19 (Enterprise Streaming Services – Desirable Performance Criteria) to describe their service offering and provide the requested information.

The State desires that the Enterprise Streaming Service:

- a) Provide for non-registered, non-protected viewing.
- b) Deliver quality video up to HD 1080p 60 fps encoding and decoding. The Proposer should describe the quality of their video.
- c) Provide closed captioning of media files using a wide range of encoders. The State is developing support for all encoders capable of passing 608/708 captions. Currently supported models include: Digital Rapids StreamZ Live, Digital Rapids StreamZ HD, Teradek Cube (SDI), Teradek Brik, Viewcast Niagara 4100 and Viewcast Niagara 9100-2D. The Proposer should indicate their ability to provide closed caption of media files and supported encoders and quote pricing.

d) Support the following video formats:

- Adobe Media Server (RTMP/F4F/F4Y)
- Flash Media Live Encoder
- Microsoft Windows Media (WMW/ASF)
- MPEG Transport Streams

The Proposer should list all types of streams supported and the encoding devices supported.

- e) Provide the ability to link documents to archived video directly associating them with indexed segments of video content. The State desires that this ability be user friendly. The Proposer should describe the functionality of the service.
- f) Accept audio content from a wide variety of codecs. The Proposer should list all types of encoding devices supported.
- g) The State highly desires that the Contractor provide specialized technical product support, upon request. The Proposer should describe their product support and provide applicable pricing.

### **3.2.3.3 ENTERPRISE STREAMING SERVICES – VALUE-ADDED BENEFITS**

The Proposer is encouraged to supply relevant information concerning any value-added benefits of their service offerings.

The Proposer should describe any value-added benefits that are at no additional cost to the State on the form in Section 7.2.20 (Enterprise Streaming Services - Value-Added Benefits at No Cost).

The Proposer should describe **and list the cost of** any value-added benefits at additional cost to the State on the form in Section 7.2.21 (Enterprise Streaming Services - Value-Added Benefits at Additional Cost).

### **3.2.4 VIDEO CONFERENCING, AUDIO CONFERENCING AND ENTERPRISE STREAMING SERVICES – SOFTWARE UPDATES**

For Video Conferencing, Audio Conferencing and/or Enterprise Streaming Services, the Contractor shall provide updates to software for the life of the contract at no additional cost to the State.

### **3.2.5 VIDEO CONFERENCING, AUDIO CONFERENCING AND ENTERPRISE STREAMING SERVICES – BUNDLED FEATURES**

For Video Conferencing, Audio Conferencing and Enterprise Streaming Services, the State desires advantageous pricing for bundled features.

The Proposer should list their bundled features and pricing on the form in Section 7.2.22 (Bundled Features).

### **3.2.6 VIDEO CONFERENCING, AUDIO CONFERENCING AND ENTERPRISE STREAMING SERVICES – NETWORK SECURITY**

All proposed Video conferencing, Audio conferencing, or Enterprise Streaming solution or service proposed shall:

- In addition to application management portals or communications, transfer any data, voice, or audio streams via TLS v1.2.
- Support the State's ability to require user authentication, when applicable, via integration selected from the following supported options:
  - a) The State's Microsoft ADFS (SAMLv2.0)
  - b) The State's or Agency Active Directory. (NTLM, KERBEROS, LDAPv3)
- Be capable of producing the expected level of audit records and security event logs as required by the State's Information Security Policy.
- Not require any client application or software run with local administrative credentials.

System or application vulnerabilities discovered by the State (or individuals designated by the State) shall be addressed by the Proposer in a timely manner, not to exceed 60 days, at no additional cost to the State.

All services and solutions proposed shall be in compliance with the State's Information Security Policy which can be found online at <http://www.doa.la.gov/pages/ots/informationsecurity.aspx>.

The State implements various network security elements including firewalls, router access lists, intrusion prevention systems (IPS), virtual private network (VPN), wireless LAN encryption/authentication and network access control (NAC).

The Proposer should provide a description of their firewall and router access list traversal requirements, including a comprehensive list of ports/protocols to be opened.

The Proposer should describe requirements, if any, for traversing intrusion prevention systems, namely filters, that should be disabled due to known interference with the Video Conferencing, Audio Conferencing or Enterprise Streaming Services.

The Proposer should use the form in Section 7.2.23 (Network Security) to provide the requested information.

### **3.2.7 RESOURCE MANAGEMENT**

To make the most efficient use of internet gateway bandwidth, the State highly desires a solution that allows internal Video Conferencing, Audio Conferencing and Enterprise Streaming Services to remain within the State's network. If offering this service requires equipment and software to be hosted at the State's data center, the Contractor shall provide the necessary equipment and software. On the form in Section 7.2.24 (Resource Management), the Proposer should describe their technical approach to keep traffic on the internal network and the total cost of their resource management solution.

### **3.3 SERVICE PROVISION REQUIREMENTS**

### **3.3.1 SERVICE INTERVALS – VIDEO CONFERENCING, AUDIO CONFERENCING AND ENTERPRISE STREAMING SERVICES**

The Contractor shall provide the service no later than fifteen (15) business days after receipt of an order unless an extension is approved by OTS. The State desires the shortest service interval possible for Video Conferencing, Audio Conferencing and/or Enterprise Streaming sites. The Proposer should describe their typical service intervals on the form in Section 7.2.25 (Service Intervals).

Failure to meet the required service intervals may result in liquidated damages per Section 6.2.13.2.

### **3.3.2 MINIMUM SERVICE PERIOD**

There shall be a minimum service period of no more than thirty (30) consecutive calendar days. After the minimum service period expires, the State may terminate service at any service location without penalty or further obligation. Termination of service at any location shall not be deemed a cancellation of contract and shall not impact service to other subscribing locations.

## **3.4 MAINTENANCE**

### **3.4.1 MAINTENANCE NOTIFICATIONS - VIDEO CONFERENCING, AUDIO CONFERENCING AND ENTERPRISE STREAMING SERVICES**

The Contractor shall provide advanced notification prior to scheduled maintenance that may cause an interruption of service. The minimum shall be 72 hours; however, the State desires a longer notification time. The notification shall include the reason, starting time, duration, customer impact, and any other pertinent information. The Proposer should specify the amount of advance time the scheduled maintenance notifications shall be sent to customers.

The Proposer should describe their notification process and advanced notification intervals for scheduled maintenance on the form in Section 7.2.26 (Maintenance Notifications).

## **3.5 TRAINING**

The Contractor shall provide basic training at no cost to the State. Basic training shall include full instruction on the service features and functions.

The State desires enhanced training at no cost.

The Proposer should provide a brief description of all training provided (i.e., CD, video, web-based training, computer-based tutorials, etc.). Descriptions should include the type of training offered, scope of training, the minimum and maximum number of attendees per session, estimated duration of training and prerequisites.

The Proposer should describe training at no cost on the form in Section 7.2.27 (Training at No Cost).

The Proposer should describe the types of training at additional cost on the form in Section 7.2.28 (Training at Additional Cost).

## **3.6 DOCUMENTATION REQUIREMENTS**

At no additional cost, the Contractor shall provide user guides to explain service features and functions. The user guides may be printed documents or web pages. The guides shall include information on scheduling procedures for Video Conferencing and Audio Conferencing. Guides for Video Conferencing, Audio Conferencing and Enterprise Streaming Services shall include problem reporting procedures and telephone numbers.

### **3.7 CUSTOMER SERVICE**

The Contractor shall provide customer service and trouble reporting from 7 a.m. to 6 p.m. CT Monday through Friday via toll-free telephone and web portal.

The State desires a highly responsive, highly effective level of customer service.

The service shall provide for automated fault monitoring and trouble reporting.

For Video Conferencing, Audio Conferencing and/or Enterprise Streaming Services, the Contractor shall provide a list of personnel comprising their customer support and project management teams.

The Proposer should provide a detailed narrative describing their customer service on the form in Section 7.2.29 (Customer Service).

### **3.8 ONLINE REPORTS**

The service shall allow the State to obtain utilization and trouble ticket reports via web portal twenty-four hours a day, seven days a week, 365 days a year.

Video Conferencing and Audio Conferencing reports shall include, but not be limited to, the number of conferences per month, number of users per conference, average duration, average number of sites and number of daily conferences during the month.

The State desires Enterprise Streaming reports that can provide detailed usage to include, but not be limited to content popularity, number of streaming requests per month and concurrent live streaming

### **4.0 PRICING SPECIFICATIONS**

All pricing should be provided on the applicable forms in Section 7.1 or in the same format. If the Proposer does not provide their pricing on the forms in Section 7.1 or in the same format as the form, it may result in their proposal being rejected.

#### **4.1 PRICING SPECIFIC TO THIS RFP**

##### **4.1.1 VIDEO CONFERENCING SERVICES**

The Proposer shall quote fixed or tiered rates per month. Monthly rates shall include unlimited conferences per month.

- Per User at a Fixed Rate – The Proposer shall quote the monthly rate per user through 720p-capable connections. If offering 1080p-capable connections, the Proposer shall quote the monthly rate per user.

or



- Tiered Rates – The Proposer shall state their range of quantities for each tier and quote the monthly rate per user, per tier through 720p-capable connections. If offering 1080p-capable connections, the Proposer shall state their range of quantities for each tier and quote the monthly rate per user, per tier.

The Proposer should use the form in Section 7.1.1 (Video Conferencing – Monthly Rates).

The Proposer shall quote all the following:

- A one-time rate for website setup.
- A per minute rate for recorded conferences.
- A monthly rate per gigabyte of storage per website. If offering an initial allowance of gigabytes at no charge, the Proposer shall indicate the number of gigabytes at no charge and the monthly rate per gigabyte thereafter.
- A one-time rate per billing account for account set-up.

The Proposer may quote a price of zero.

The Proposer should use the form in Section 7.1.2 (Video Conferencing-Other Rates).

#### **4.1.2 AUDIO CONFERENCING SERVICES**

The Proposer shall quote fixed or tiered rates per month. Monthly rates shall include unlimited conferences per month.

- Per User at a Fixed Rate – The Proposer shall quote the monthly rate per user for audio-only conferencing.

or

- Tiered Rates – The Proposer shall state their range of quantities for each tier and quote the monthly rate per user, per tier.

The Proposer should use the form in Section 7.1.3 (Audio Conferencing-Monthly Rates).

The Proposer shall quote all of the following:

- A one-time rate for website set-up.
- A per minute rate for recorded conferences.
- A monthly rate per gigabyte of storage per website. If offering an initial allowance of gigabytes at no charge, the Proposer shall indicate the number of gigabytes at no charge and the monthly rate per gigabyte thereafter.
- A one-time rate per billing account for account set-up.

- Per minute rate for toll-free calls.
- Per minute rate for non toll-free calls.

The Proposer may quote a price of zero.

The Proposer should use the form in Section 7.1.4 (Audio Conferencing-Other Rates).

#### **4.1.3 ENTERPRISE STREAMING SERVICES**

The Proposer shall quote all of the following:

- A fixed per viewer minute rate or tiered rates per viewer hour. If offering tiered rates, the Proposer shall indicate the pricing tiers and the price per viewer hour exceeding each tier.

The Proposer should use the form in Section 7.1.5 (Enterprise Streaming Services-Per Viewer Hour Rates).

The Proposer shall quote all of the following:

- A one-time rate per billing account for account setup.
- Archival storage per terabyte. If offering an initial amount of terabytes at no charge, the Proposer shall indicate the number of terabytes at no charge and the rate per terabyte thereafter.

The Proposer may quote a price of zero.

The Proposer should use the form in Section 7.1.6 (Enterprise Streaming Services-Other Rates).

#### **4.1.4 REGULATED CHARGES**

The State desires a stable and predictable rate structure for the term of the contract. The State desires that the Proposer's quoted rates be inclusive of their cost of all FCC and/or LAPSC mandated surcharges and all FCC and/or LAPSC authorized surcharges, such as, but not limited to, contributions to the Universal Service Fund (USF).

Should the Proposer decide to itemize these charges, these charges shall be known as "regulated" charges in the proposal and the Proposer shall:

- Specify each regulated charge as a separate line item
- Provide a clear description or name of the charge (example: USF/FCC authorized, XYZ/FCC mandated)
- Cite the specific FCC and or LAPSC code that either mandates or authorizes the charge
- Describe the application of the charge (when it shall be applied, i.e. monthly)
- Specify the amount of the charge (cents, dollars, or percentage).

- Describe the unit of measure (example: per minute of usage, per line, or a percentage of usage charge)
- Indicate whether it is a mandated regulated charge or an authorized regulated charge
- If the regulated charge is a variable rate such as a contribution to the USF, the Proposer should document this in the proposal and explain how often the rate is subject to change. The rate proposed should be the rate effective for the date of issue of this RFP.

Failure on the Proposer's part to designate if the charge is mandatory or authorized and/or to cite the specific code will result in one of the following:

- The Proposer may withdraw the regulated charge in their proposal
- The Proposer may withdraw their proposal
- The Proposer shall be disqualified

If the Proposer proposes a regulated charge that OTS is unable to apply to the model for evaluation purposes, that regulated charge will not be allowed and cannot be charged for the term of the contract.

If the Proposer proposes a regulated charge as a range (i.e., 4% to 6%) and OTS is unable to apply the range in the evaluation model, OTS shall use the highest amount proposed for evaluation purposes.

If the Proposer has a question regarding what is considered to be an acceptable regulated charge, they should submit a written inquiry during the inquiry period. (See Section 2.2, Calendar of Events)

The Proposer shall make full disclosure of all rates and charges associated with the service offering. No additional rates and charges or rate increase shall be allowed during the life of the contract unless collection is ordered by a regulatory authority and a written request from the Contractor requesting a contract amendment has been submitted to the Office of Technology Services and approved by the Office of State Procurement.

The Proposer should use the form in Section 7.1.7 (Regulated Charges) to provide the information.

#### **4.1.5 STATE TAXES**

The State requires a stable and predictable rate structure for the term of the contract. As such, the Proposer's quoted rates for goods and services to be provided shall be inclusive of all State Taxes (excluding Louisiana state sales tax) that they intend to recover. In accordance with Louisiana R.S. 47:301(8)(c), OTS is exempt from sales tax levied by the State of Louisiana. A copy of OTS's Certificate of Sales/Use Tax Exemption is included herein as Appendix 8.1 of the RFP.

Examples of State Taxes that the Proposer could include in their quoted rates may include, but are not limited to: franchise taxes, income taxes and excise taxes.

Should the Proposer itemize a non-mandated or unauthorized State Tax anywhere in the price pages, then one of the following will result:

- The Proposer may withdraw the itemized State Tax from their proposal
- The Proposer may withdraw their proposal
- The Proposer shall be disqualified

In the event that the FCC, LAPSC, or other legal taxing authority does allow a specific State tax to be included as a mandatory or authorized charge, the Proposer may itemize that tax in Section 7.1.7 Regulated Charges using the requirements as specified in Section 4.1.4.

#### **4.1.6 OTHER TAXES**

The State requires a stable and predictable rate structure for the term of the contract. As such, the Proposer's quoted rates for goods and services to be provided shall be inclusive of all Other Taxes that they wish to recover. Examples of Other Taxes that the Proposer shall include in their quoted rates include, but are not limited to: property tax, local (city, parish) or other non-state taxes.

Should the Proposer itemize an Other Tax anywhere in the price pages, then one of the following will result:

- The Proposer may withdraw the Other Tax itemized in their proposal
- The Proposer may withdraw their proposal
- The Proposer shall be disqualified

In the event that the FCC, LAPSC, or other legal taxing authority does allow a specific Other Tax to be included as a mandatory or authorized charge, the Proposer may itemize that tax in Section 7.1.7 Regulated Charges using the requirements as specified in Section 4.1.4.

#### **4.1.7 OTHER CHARGES**

The State requires a stable and predictable rate structure for the term of the contract. As such, the Proposer's quoted rates for goods and services to be provided shall be inclusive of all Other Charges that they wish to recover. Examples of Other Charges that the Proposer shall include in their quoted rates include, but are not limited to: administrative fees, expense fees, franchise fees and surcharges.

Should the Proposer itemize a non-mandated or unauthorized Other Charge anywhere in the price pages, then one of the following will result:

- The Proposer may withdraw the Other Charge itemized in their proposal
- The Proposer may withdraw their proposal
- The Proposer shall be disqualified

In the event that the FCC, LAPSC, or other legal authority does allow a specific Other Charge to be included as a mandatory or authorized charge, the Proposer may itemize that charge in Section 7.1.7 (Regulated Charges) using the requirements as specified in Section 4.1.4.

### **4.2 NO BID**

Any item left blank will be considered a “no bid” for that item.

All prices shall be quoted in accordance with Section 4.1, Pricing Specific to the RFP. Items are listed separately on forms in Section 7 in order for the State to be able to purchase each item separately. Any item marked as zero cost to the State shall be considered to be offered to the State at no charge.

## **5.0 EVALUATION AND AWARD**

### **5.1 GENERAL**

#### **5.1.1 NO AWARD**

The State reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.

#### **5.1.2 ADDITIONAL INFORMATION**

The State reserves the right to require additional information from Proposers and to conduct necessary investigations to determine responsibility of Proposers or to determine accuracy of proposal information. If additional information is requested, the Proposer shall furnish it within the State's stipulated deadline. Failure to do so may result in rejection of the proposal.

### **5.2 CRITERIA**

#### **5.2.1 ADMINISTRATIVE AND TECHNICAL COMPLIANCE**

All proposals received as a result of this RFP shall be subject to review for the purposes of selecting a Proposer to whom a contract shall be awarded. No information shall be given out concerning the ultimate outcome while consideration of the award is in progress.

The successful Proposer(s) shall meet all mandatory administrative and technical requirements.

#### **5.2.2 SPECIFIC CRITERIA (WEIGHTED)**

Cost. The maximum number of points that shall be awarded for this criterion is sixty (60). The maximum points for this criterion shall be awarded to the Proposer(s) who propose the lowest total cost for the Video Conferencing, Audio Conferencing and/or Enterprise Streaming Service calculated over a thirty-six (36) month period.

Service Offering. Proposers who are found to be technically and administratively compliant shall be assigned points in the Service Offering category. Points shall be assigned based on how well the Proposer's service offering meets or exceeds the stated desirable features/functions, the State's perceived value of the service offering, and how well the Proposer's overall service offering compares to the service offerings of other Proposers eligible to receive points in this category.

The maximum number of points that may be awarded for this criteria is thirty (30). It is possible that no Proposer may receive the maximum number of points.

Veteran-Owned and Service-Connected Disabled Veteran Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation: The maximum number of points that may be awarded for this criterion is ten (10). These points are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors. See Section 2.14 for additional information.

Reserved points shall be added to the applicable Proposer's evaluation score as follows:

#### Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  - The number of small entrepreneurships to be utilized
  - The experience and qualifications of the small entrepreneurship(s) within the scope of this RFP.
  - The anticipated earnings to accrue to the small entrepreneurship(s)

If the Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurships, the Proposer shall include the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract. The Proposer should use the form in Section 7.2.3 (Veteran and Hudson Initiative Programs).

Demonstration. Prior to award, the apparent successful Proposer(s) shall be required to demonstrate the Video Conferencing, Audio Conferencing and/or Enterprise Streaming Services being proposed at no cost to the State. Failure to provide the demonstration or failure to demonstrate the Video Conferencing Services, Audio Conferencing Services and/or Enterprise Streaming Services to the satisfaction of OTS that the Video Conferencing Services, Audio Conferencing Services and/or Enterprise Streaming Services meet all mandatory requirements shall result in rejection of the proposal.

### **5.2.3 SIMULTANEOUS REVIEW**

The functions described in this section may be performed simultaneously or in any order. Once a determination is made that a proposal is non-compliant in any area, that proposal shall be disqualified from further consideration.

## **5.3 METHODOLOGY**

### **5.3.1 MODEL**

Cost shall be calculated by multiplying the unit price by the model quantities to obtain a total cost. The formula described in Section 5.3.2 shall be applied to determine the points assigned to the Proposer's total cost. These points shall be added to the points assigned in the Service Offering and the Hudson/Veteran Initiatives Participation criteria to determine a total point score for each proposal remaining in contention. The actual evaluation model

shall be submitted to the Office of State Procurement prior to proposal opening. This model shall become part of the file and shall be available to all Proposers after proposal opening.

### 5.3.2 FORMULAS

This formula shall be used for determining the points for cost.

The lowest proposal price, PI, shall be awarded a score equal to the maximum points for cost.

All other proposals, Pi, i=2,3,...N, where N is the total number of proposals and where MP is the maximum points for the category, shall be scored as follows:

Example:	Score of Proposal I	=	$\frac{PI}{Pi} \times MP$
Vendor 1 Lowest proposal	\$8,500	=	PI
Vendor 2 proposal	\$10,000	=	Pi
	60	=	MP
$\frac{(\text{Vendor 1}) \$8,500}{(\text{Vendor 2}) \$10,000} \times 60 \text{ (MP)}$		=	51

## 5.4 OTS RECOMMENDATION FOR AWARD

### 5.4.1 DETERMINATION OF SUCCESSFUL PROPOSER

A recommendation for primary awards statewide for Video Conferencing Services, Audio Conferencing Services and Enterprise Streaming Services may be made for the Proposer(s) who receive the highest ranking in point allocation and who meets all mandatory administrative and technical requirements. The Proposer(s) who receive the next highest ranking in point allocation and who meet all mandatory and technical requirements may be recommended for a secondary award.

### 5.4.2 WRITTEN RECOMMENDATION FOR AWARD

When OTS has completed the evaluation and a successful Proposer(s) has been determined, a written recommendation for award shall be forwarded to the Office of State Procurement for review.

## 5.5 AWARD

Upon review and approval of OTS's recommendation for award, the Office of State Procurement (OSP) will issue a "Notice of Intent to Award" letter to the apparent successful Proposer(s). The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the award is contingent upon approval by the Division of Administration, Office of State Procurement and successful negotiation and execution of a written contract.

OSP will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 *et seq*) along with the evaluation factors, points, evaluation

committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671, to the Director of State Procurement, within fourteen (14) days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

## **6.0 CONTRACTUAL TERMS AND CONDITIONS**

### **6.1 GENERAL TERMS AND CONDITIONS**

#### **6.1.1 TAXES**

Proposers should be aware that any taxes levied upon the selected Proposer or their equipment shall be paid in accordance with current tax laws in effect at the time of the purchase by the State. Selected Proposers shall pay all other taxes or assessments, however designated, imposed or levied in connection with the contract and shall be solely responsible for remitting such taxes or assessments to the appropriate taxing or collection agency.

#### **6.1.2 COMPLIANCE WITH LAWS, REGULATIONS, CODES, AND ORDINANCES**

The selected Proposer shall comply with all applicable provisions of federal and state statutes, laws, and regulations; parish and city codes or ordinances, specifically the National Electrical Code, Part 68 of the Federal Communications Commission's Rules and Regulations, tariffs or the Louisiana Public Service Commission, and all Louisiana laws and regulations regarding procurement including Louisiana Revised Statute 37:2163. The selected Proposer shall be responsible for all licenses, permits, and inspection fees required.

#### **6.1.3 CONTRACTOR RESPONSIBILITIES**

The Contractor assumes responsibility for all items and/or services offered in their proposal whether or not the Contractor produces or provides them. Further, the State shall consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

#### **6.1.4 APPLICABLE LAW**

All activities associated with this RFP process shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code); purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. Venue of any action brought with regard to the Contract shall be in the Nineteenth Judicial Court, Parish of East Baton Rouge, State of Louisiana.

#### **6.1.5 REQUEST FOR PROPOSAL AND PROPOSAL INCORPORATED BY REFERENCE**



The provisions of the selected proposal and this RFP with all addenda shall be incorporated by reference in the contract.

**6.1.6 ORDER OF PRECEDENCE**

In the event of ambiguity in the specifications, the order of precedence shall be the contract, the RFP, and then the proposal.

**6.1.7 GOOD FAITH NEGOTIATIONS**

It is expected that both parties shall make reasonable efforts in an attempt to negotiate a contract. If it is determined that either party is not acting in good faith, contract negotiations shall cease.

If a contract cannot be negotiated within 90 days after issuance of "Notice of Intent to Award," the State may, at its discretion, withdraw the intent to award and issue a "Notice of Intent to Award" to the Proposer who received the next highest ranking in point allocation.

**6.1.8 WAIVER CLAUSE**

Waiver of any breach of any term or condition of the contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of the contract shall be held to be waived, modified, or deleted except by the written consent of both parties.

**6.1.9 SEVERABILITY**

If any term or condition of the contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end, the terms and conditions of the contract are declared severable.

**6.1.10 HEADINGS AND SECTION REFERENCES**

The headings given to the paragraphs herein are inserted only for convenience and are in no way to be construed as part of the contract or as a limitation of the scope of the particular paragraph to which the heading refers.

**6.1.11 RIGHT TO AUDIT**

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under the contract or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

**6.1.12 COMMISSIONER'S STATEMENTS**

Statements, acts, and omissions made by or on behalf of the Commissioner of Administration regarding this RFP, any Proposer and/or any subcontractor of a Proposer shall not be deemed a conflict of interest when the Commissioner is discharging his duties

and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

#### **6.1.13 PROPOSER'S COOPERATION**

Any Proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc., to the State when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede the State's right to audit or to withhold State owned documents.

#### **6.1.14 OWNERSHIP**

All records, reports, documents, or other material related to the contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of the contract.

#### **6.1.15 USE OF AGENCY'S FACILITIES**

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of the contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

### **6.2 CONTRACT ADMINISTRATION**

#### **6.2.1 CONTRACT TERM**

The initial contract shall be for a thirty-six (36) month period from date of award.

#### **6.2.2 RENEWAL TERM**

Upon acceptance by the Contractor and approval by the State, the contract may be renewed for two (2) additional twenty-four (24) month periods at the same prices, terms and conditions.

#### **6.2.3 ORDERS**

Written orders shall be issued by the acquiring state agency, quasi-state agencies, political subdivisions such as local and parish governments and higher education, and sent to OTS/Network Services. The Contractor shall not accept orders directly from any entity other than OTS Network Services. OTS shall review and approve all orders issued from the contract.

#### **6.2.4 CHANGE ORDERS**

Modifications to an initial order shall be made in writing by OTS and shall be known as a change order.

#### **6.2.5 INVOICING**

The Contractor shall submit itemized invoices for written orders issued and approved by OTS to the OTS Accounts Payable Section on a monthly basis and no later than the tenth (10) day of the month. Failure to provide invoices by the tenth day of the month may result in non-payment of the invoice for that month.

Any changes made to the call detail record layout and/or tape format that inhibit OTS's ability to process data may result in non-payment. The Contractor should inform OTS prior to making changes to the call detail tape layout and/or tape format.

##### **6.2.5.1 ELECTRONIC BILLING**

OTS uses an automated billing system to process invoices from its contracted vendors and produce a bill for its agency customers. Accordingly, the State highly desires that the Contractor provide monthly electronic billing which is a direct reflection of all billable items noted in the monthly invoice.

The electronic billing should be produced in a computer readable format that can be used as direct input each month to the State's billing system. An example of an acceptable electronic billing solution is a data file made up of defined records. Each record represents specific billable information that matches the bidder's end-of-month paper based invoice. Examples of acceptable data formats are character-separated value (CSV) or unlabeled ASCII. Examples of unacceptable electronic billing formats are scanned images of the paper invoice, Optical Character Recognition (OCR) files and Portable Document Format (PDF) files.

The electronic billing data should be sent to the State via a typical electronic media such as CD, DVD or flash drive, or transmitted in an encrypted format through a secure file transfer protocol or email. Examples of unacceptable electronic media would be unique tape cartridges that would require the State to purchase a new and compatible tape drive.

Any changes made to the record layout and/or media format that inhibit OTS's ability to process the Contractor's data may result in non-payment. The Contractor should inform OTS in a timely manner of changes to be made to the record layout and/or media format.

The Proposer should provide a record layout for each type of record in the file. The record layout defines what type of data the record represents and a definition of each data field that makes up the full record. The Proposer should also address how they intend to transmit this electronic invoice data and the billing media format to the State. The State desires that

the Proposer provide sample invoice data. The Proposer should provide the requested information on the form in Section 7.2.30 (Electronic Billing).

#### **6.2.5.2 VIDEO CONFERENCING, AUDIO CONFERENCING AND ENTERPRISE STREAMING SERVICES DETAIL RECORDS AND MEDIA**

The Contractor(s) shall provide conference detail records for all chargeable activities via machine readable, electronic media. Video Conference, Audio Conference and Enterprise Streaming Services detail records shall correlate to the report of conference activity included on the monthly invoice. The Proposer should propose a layout detail and medium in Section 7.2.31 Detail Records and Media).

An agreed-upon record layout and medium shall be established between OTS and the Contractor.

The Contractor shall deliver the Video Conference, Audio Conference and Enterprise Streaming Service detail record to designated OTS fiscal support staff by the 10<sup>th</sup> of each month. Failure to do so may result in non-payment of invoice.

Any changes to the Video Conferencing, Audio Conferencing and Enterprise Streaming Service detail record layout or medium that inhibits OTS's ability to process data may result in non-payment. The Contractor should inform OTS in a timely manner about changes to be made to the Video Conference, Audio Conferencing and Enterprise Streaming Service detail record layout or medium.

#### **6.2.5.2.1 VIDEO AND AUDIO CONFERENCING SERVICES – CALL DETAIL RECORDS AND MEDIA**

For Video and Audio Conferencing Services the Contractor shall include, at a minimum, the following as applicable to the classification proposed:

Video/Audio conference host ID:	user name, email address, or unique web address
Conference date:	year, month, date
Conference start time:	hours, minutes, seconds
Conference duration:	minutes
Number of video/audio conference participants:	video/audio-only
Amount charged	\$

#### **6.2.5.2.2 ENTERPRISE STREAMING SERVICES – CALL DETAIL RECORDS AND MEDIA**

For Video Streaming Services the Contractor shall include, at a minimum, the following:

Host ID:	user name, email address, or unique web address
Recording date:	year, month, date

Recording start time:	hours, minutes, seconds
Recording duration:	minutes
Number of viewers	viewers
Amount charged	\$

## 6.2.6 PAYMENTS

OTS shall be responsible for payment of invoices for all orders issued and approved by OTS.

### 6.2.6.1 ELECTRONIC PAYMENTS

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and vendors, the State intends to make all payments to vendors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Vendor Payment solution (EVP) or may elect to use Electronic Funds Transfer (EFT). If a Proposer receives an award and does not currently accept the LaCarte card or has not already enrolled in EFT, they will be asked to comply with this request by choosing one of the following three options. The Proposer should indicate their acceptance on the form in Section 7.2.32 (Electronic Payments).

The **LaCarte** Procurement Card uses a Visa card platform. Vendors receive payment from state agencies using the card in the same manner as other Visa card purchases. Vendors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the vendor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of Technology Services on request.

**EFT (Electric Funds Transfer)** payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that the vendor have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at <http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf>. To facilitate this payment process, the vendor will need to complete and return both EFT enrollment forms found at <http://www.doa.louisiana.gov/ERP/pdfs/LaGov%20AP-03%20-%20EFT%20Vendor%20Enrollment%20Form.pdf> and <http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf>

## **6.2.7 REPORTS**

The Contractor shall provide an annual usage report. At a minimum, the report shall include the contract line number, purchasing agency name, purchase order date, agency purchase order number, invoice number, model number, brand, item description, unit of measure, quantity, and unit price.

Upon request, the Contractor shall provide additional usage reports.

The Contractor shall provide the reports within fourteen (14) calendar days of request.

A sample of the usage report format is included herein as Appendix 8.2.

## **6.2.8 THIS SECTION INTENTIONALLY BLANK**

## **6.2.9 TERMINATION**

### **6.2.9.1 TERMINATION FOR CAUSE**

The State may terminate the contract or any orders issued pursuant to the contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract or any orders issued pursuant to the contract provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract or any orders issued pursuant to the contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the RFP or proposal shall constitute a default and may cause cancellation of the contract or any orders issued pursuant to the contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by the contract or any orders issued pursuant to the contract on the open market and to charge the Contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent proposal from the defaulting Contractor shall be considered.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract or any orders issued pursuant to the contract provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

For purposes of this RFP and the resulting contract or any orders issued pursuant to the contract, "cause" includes, but is not limited to, the Contractor's failure to notify and receive written approval from OTS and the Office of State Procurement for the filing of a Special Billing Arrangement/Custom Tariff (SBA/CT) or an SBA/CT amendment which modifies, contradicts, or nullifies the prices, terms, and conditions of the RFP, the contract, any orders issued pursuant to the contract, or the SBA/CT (or amendment) filed as a result of the award of the contract.

### **6.2.9.2 TERMINATION FOR CONVENIENCE**

The State may terminate the contract or any orders issued pursuant to the contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### **6.2.9.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of the contract or any orders issued pursuant to the contract is contingent upon the continuation of an appropriation of funds by the Legislature to fulfill the requirements of the contract or any orders issued pursuant to the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract or any orders issued pursuant to the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract or any orders issued pursuant to the contract, the contract or any orders issued pursuant to the contract shall terminate on the last day of the fiscal year for which funds were appropriated.

#### **6.2.10 CONTRACT MODIFICATIONS**

Contract modifications may result from technological enhancements, manufacturer discontinuance, or obsolescence. If an item meets or exceeds original specifications and the price is equal to or lower than the original proposal price, a contract modification may be requested in writing by the Contractor to the OTS Contracts Administrator. The Office of Technology Services shall review the request and make a written recommendation to the Office of State Procurement.

#### **6.2.11 CONTRACT CONTROVERSIES**

Contract controversies between the State and Contractor which arise by virtue of the contract between them shall be handled in accordance with Louisiana Procurement Code specifically La. R.S. 39:1673. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modifications or rescission.

#### **6.2.12 THIS SECTION INTENTIONALLY BLANK**

#### **6.2.13 REMEDIES**

##### **6.2.13.1 WARRANTY/SERVICE GUARANTEE REQUIREMENTS**

Service guarantee shall mean it is the responsibility of the Contractor to provide the contracted service and to maintain the service performance levels as required in this RFP during the entire term of the contract at no additional cost to the State. The Contractor shall repair or replace defective parts as necessary to provide for the contracted service. Service guarantee coverage shall be available 24 hours a day, 7 days a week.

In the case of an interruption of service, the Contractor shall use their best effort to restore the service, notify OTS of the outage, the affected facilities, and the projected restoration time; and honor all guaranteed response times and repair times, as applicable.

#### **6.2.13.2 LIQUIDATED DAMAGES**

It is understood and agreed between the State and the Contractor that for each calendar day of delay beyond the maximum service intervals in Section 3.3.1 (Service Intervals – Video Conferencing, Audio Conferencing and Enterprise Streaming Services) after due allowance for such extension or extensions of time that may be consented to by the State, and through a maximum of twenty (20) calendar days, the Contractor shall pay to the State as liquidated damages the sum of \$5 per day for each user to be added. It is understood between the State and the Contractor that such sum shall be treated as liquidated damages and not as a penalty, and that the State may withhold from the Contractor's compensation such sums as liquidated damages.

Liquidated damages may be assessed if the Contractor files a Special Billing Arrangement/Custom Tariff (SBA/CT) or an amendment to an SBA/CT, without OTS's and the Office of State Procurement's knowledge and written approval, which modifies, contradicts, or nullifies the prices, terms, and conditions of the RFP, the contract, or the SBA/CT (or amendment) filed as a result of the contract. Damages shall be determined by the number of calendar days that it takes the State to enter into a replacement contract, through a maximum of ninety (90) days. The Contractor agrees to pay to the State as liquidated damages and not as a penalty the sum of \$100 per calendar day.

The State may withhold from any payments to the Contractor the cost of damages.

#### **6.2.14 ASSIGNMENT**

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning their bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

#### **6.3 INDEMNIFICATION AND LIMITATION OF LIABILITY**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of negligence of



the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

The Contractor shall indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished by Contractor under their proposal and the contract, or of any copyright trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require the Contractor, at their sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) the State's unauthorized modification or alteration of a Product, Material, or Service; (ii) the State's use of the Product, Material, or Service in combination with other Products, Materials, or Services not furnished by Contractor; or (iii) the State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation," and regardless of the basis on which the claim is made, the Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the contract, or two (2) times the charges for Products, Materials, or Services rendered by the Contractor under the contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless

the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due the Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **6.4 INSURANCE TYPES AND AMOUNTS**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

### **6.4.1 MINIMUM SCOPE AND LIMITS OF INSURANCE**

#### **6.4.1.1 WORKERS COMPENSATION**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

#### **6.4.1.2 COMMERCIAL GENERAL LIABILITY**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

#### **6.4.1.3 AUTOMOBILE LIABILITY**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

### **6.4.2 DEDUCTIBLES AND SELF INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

### **6.4.3 OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

#### **6.4.3.1 GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES**

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not effect coverage provided to the agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

#### **6.4.3.2 WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE**

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

#### **6.4.3.3 ALL COVERAGES**

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

#### **6.4.4 ACCEPTABILITY OF INSURERS**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

#### **6.4.5 VERIFICATION OF COVERAGE**

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, the contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

#### **6.4.6 SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

#### **6.4.7 WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

#### **6.4.8 INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or

attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

7.0 RESPONSE FORMS  
 7.1 PRICING PAGES  
 7.1.1 VIDEO CONFERENCING SERVICES – MONTHLY RATES (See Section 4.1.1)

The Proposer shall quote a fixed rate or tiered rates for 720p-capable connections.

Monthly rates shall include unlimited conferences per month.

If offering 1080p-capable connections, the Proposer shall quote a fixed rate or tiered rates.

**FIXED RATE**

\$\_\_\_\_\_ per month/user (720p)  
 \$\_\_\_\_\_ per month/user (1080p)

**or**

**TIERED RATES**

**720p**

**1080p**

Price/Month/User

Price/Month/User

Tier 1	_____ <u>1</u> _____	to _____	\$ _____
Tier 2	_____	to _____	\$ _____
Tier 3	_____	to _____	\$ _____
Tier 4	_____	to _____	\$ _____
Tier 5	_____	to _____	\$ _____

_____ <u>1</u> _____	to _____	\$ _____
_____	to _____	\$ _____
_____	to _____	\$ _____
_____	to _____	\$ _____
_____	to _____	\$ _____

**7.0                RESPONSE FORMS**  
**7.1                PRICING PAGES**  
**7.1.2             VIDEO CONFERENCING SERVICES – OTHER RATES (See Section 4.1.1)**

<b>Website Set-up</b>	\$_____ one time, per website
<b>Recording</b>	\$_____ per minute
<b>Storage</b>	_____ gigabytes/month/website (maximum allowance at no charge)
	\$_____ per gigabyte/month (above maximum allowance)
<b>Account Set-up</b>	\$_____ one-time per billing account

7.0 RESPONSE FORMS  
 7.1 PRICING PAGES  
 7.1.3 AUDIO CONFERENCING – MONTHLY RATES (See Section 4.1.2)

The Proposer shall quote a fixed rate or tiered rates. Monthly rates shall include unlimited conferences per month.

**FIXED RATE**

\$\_\_\_\_\_ per month/user

**or**

**TIERED RATES**

Price/Month/User

Tier 1	_____ 1 _____	to _____	\$ _____
Tier 2	_____	to _____	\$ _____
Tier 3	_____	to _____	\$ _____
Tier 4	_____	to _____	\$ _____
Tier 5	_____	to _____	\$ _____



**7.0 RESPONSE FORMS**  
**7.1 PRICING PAGES**  
**7.1.4 AUDIO CONFERENCING – OTHER RATES (See Section 4.1.2)**

<b>Website Set-up</b>	\$_____ one time, per website
<b>Recording</b>	\$_____ per minute
<b>Storage</b>	_____ gigabytes/month/website (maximum allowance at no charge)
	\$_____ per gigabyte/month (above maximum allowance)
<b>Account Set-up</b>	\$_____ one-time, per billing account
<b>Toll-free calls</b>	\$_____ per minute
<b>Non Toll-free calls</b>	\$_____ per minute

**7.0 RESPONSE FORMS**

**7.1 PRICING PAGES**

**7.1.5 ENTERPRISE STREAMING SERVICES – PER VIEWER MINUTE RATES (See Section 4.1.3)**

The Proposer shall quote a fixed rate or tiered rates:

**FIXED RATE**

\$\_\_\_\_\_ per viewer minute

**or**

**TIERED RATES**

<u>No. of Viewers</u>	<u>Per Viewer Minute</u>	<u>Excess Per Viewer Minute</u>
Tier 1 <u>  1  </u> to _____	\$_____	\$_____
Tier 2 _____ to _____	\$_____	\$_____
Tier 3 _____ to _____	\$_____	\$_____
Tier 4 _____ to _____	\$_____	\$_____
Tier 5 _____ to _____	\$_____	\$_____
Tier 6 _____ to _____	\$_____	\$_____

**7.0 RESPONSE FORMS**

**7.1 PRICING PAGES**

**7.1.6 ENTERPRISE STREAMING SERVICES – OTHER RATES (See Section 4.1.3)**

**Account Set-Up:** \$\_\_\_\_\_ per billing account

**Storage:** \_\_\_\_\_ terabytes/month/website  
(maximum allowance at no charge)

\$\_\_\_\_\_ per terabytes/month/website  
(above maximum allowance)

## 7.0 RESPONSE FORMS

### 7.1 PRICING FORMS

#### 7.1.7 REGULATED CHARGES (See Section 4.1.4)

1)Description	2)Code	3)Application	4)Charge (\$, %)	5) Unit of Measure	6)Mandatory/ Authorized (M, A)

- 1) Description – A description or name of the charge (example: Universal Fee).
- 2) Code – What is the applicable FCC, LAPSC and/or other authorized authority's code section which either mandates or authorizes the charge?
- 3) Application – When is the charge applied (examples: Monthly, one-time)?
- 4) Charge (\$, %) – What is the charge (examples: \$5.00, 10%)?
- 5) Unit of Measure – Against what unit will the charge be applied? Examples of acceptable units are:
  - 7 Percentage of Usage
  - 8 Per Line
  - 9 Per Minute
- 6) Mandatory/Authorized– Is this a Mandated or an Authorized charge? Specify M or A.

Note: Per Section 4.1.4, "If the Proposer proposes a regulated charge that OTS is unable to apply to the model for evaluation purposes, that regulated charge will not be allowed and cannot be charged for the term of the contract."

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.1 SPECIAL BILLING ARRANGEMENT/CUSTOM TARIFF (See Section 2.9)**

10 Is a Special Billing Arrangement/Custom Tariff required to be filed?

\_\_\_\_\_Yes \_\_\_\_\_No

If yes:

11 Which regulatory bodies require the filing? \_\_\_\_\_

\_\_\_\_\_

12 How many days will it take the Proposer to file after notification of intent to award?

\_\_\_\_\_

13 Attach a copy of the proposed SBA/CT.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.2 JOINT PROPOSAL RESPONSE (See Section 2.10)**

If this is a joint proposal response, complete the following:

Proposer serving as primary contact:

Company \_\_\_\_\_

Address \_\_\_\_\_

Company Website \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Additional Proposer:

Company \_\_\_\_\_

Address \_\_\_\_\_

Company Website \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Additional Proposer:

Company \_\_\_\_\_

Address \_\_\_\_\_

Company Website \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.3 SIGNATURE AUTHORITY (See Section 2.13)**

Person authorized to sign this RFP \_\_\_\_\_  
Title \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_ Email \_\_\_\_\_  
FAX No. \_\_\_\_\_

The Proposer should indicate which of the following applies to the signer of this proposal.

- \_\_\_\_\_ 1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. (A copy of the annual report or partnership record must be submitted to the Office of State Procurement before contract award).
- \_\_\_\_\_ 2. The signer of the proposal is a representative of the Proposer authorized to submit their proposal as evidenced by documents such as corporate resolution, certification as to corporate principal, etc. (If this applies a copy of the resolution, certification, or other supportive documents should be attached).
- \_\_\_\_\_ 3. The Proposer has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. A copy of the applicable document must be submitted to the Office of State Procurement before contract award.
- \_\_\_\_\_ 4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the Office of State Procurement.

If this is a joint proposal response, this page should be duplicated and completed for each Proposer.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.4 VETERAN AND HUDSON INITIATIVE PROGRAMS (See Section 2.15)**

Please refer to Section 2.14 for additional information.

Are you a certified Louisiana-based small entrepreneurship in accordance with the Veteran Initiative? \_\_\_\_\_Yes \_\_\_\_\_No

Are you a certified Louisiana-based small entrepreneurship in accordance with the Hudson Initiative? \_\_\_\_\_Yes \_\_\_\_\_No

If you are not a certified small entrepreneurship have you engaged one or more certified small entrepreneurship to participate as subcontractors? \_\_\_\_\_Yes \_\_\_\_\_No

If yes, how many? \_\_\_\_\_ List the names of the subcontractors, the experience and qualifications of each, a description of the work each will perform, and the dollar value of each contract. The Proposer should use additional copies of the form in Section 7.2.6 (Proposer Qualifications), to describe the experience and qualifications of each subcontractor.



**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.5 PROPOSER PARTICIPATION (See Section 3.1.1)**

1. Will the Proposer permit quasi-state agencies and political subdivisions to purchase from a contract resulting from this proposal?      ☐ Yes      ☐ No
  
2. Will the Proposer permit agencies of the United States Government to purchase from a contract as a result of this proposal?      ☐ Yes      ☐ No
  
3. Will the Proposer permit buying organizations (other than the United States Government), not located in this state which, if located in this state, would qualify as a public procurement unit to purchase from a contract resulting from this proposal?      ☐ Yes      ☐ No

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.6 PROPOSER QUALIFICATIONS (See Section 3.1.1)**

The Proposer has been in the business of providing \_\_\_\_\_ since \_\_\_\_\_ year.

Office Address: \_\_\_\_\_

Office Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Web Site: \_\_\_\_\_

FAX No: \_\_\_\_\_

The Proposer should provide any relevant information concerning their qualifications to perform work under the contract.

- 7.0      RESPONSE FORMS**
- 7.2      OTHER RESPONSE FORMS**
- 7.2.7    DETERMINATION OF RESPONSIBILITY (See Section 3.1.2)**

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.8 VIDEO CONFERENCING SERVICES – MANDATORY PERFORMANCE CRITERIA (See Sections 3.2.1.1)**

Does the Video Conferencing Service:

a) Allow multipoint video conferences?

Yes\_\_\_\_\_ No \_\_\_\_\_

b) Support video conferences in voice-activated mode and in continuous presence mode?

Yes\_\_\_\_\_ No \_\_\_\_\_

c) Provide transcoding/speed matching?

Yes\_\_\_\_\_ No \_\_\_\_\_

d) Support multimedia ports up to HD 720p at 30 fps encoding and decoding?

Yes\_\_\_\_\_ No \_\_\_\_\_

e) Support H.239 for document sharing and collaboration?

Yes\_\_\_\_\_ No \_\_\_\_\_

f) Provide for secure communications in a meeting, with security features including, but not limited to the following:

- Prevent unauthorized parties from joining, listening, or recording the call?

Yes\_\_\_\_\_ No \_\_\_\_\_

- Ensure participants connected to the conference have encryption enabled?

Yes\_\_\_\_\_ No \_\_\_\_\_

- Provide AES encryption?

Yes \_\_\_\_\_ No \_\_\_\_\_

- Set passwords for meetings?

Yes\_\_\_\_\_ No \_\_\_\_\_

- The capability to allow the hosts to mute and drop participants?

Yes\_\_\_\_\_ No \_\_\_\_\_

- g) Provide the capability to label and log Virtual Meeting Rooms by identifiers such as host user name, either email address or unique web address, or for dial-in calls, a dial-in number?

Yes\_\_\_\_\_ No \_\_\_\_\_

- h) Enable the user to initiate a video conference Virtual Meeting Room?

Yes\_\_\_\_\_ No \_\_\_\_\_

- i) Include any required on-premises equipment, application and software support, as well as ongoing management and monitoring?

Yes\_\_\_\_\_ No \_\_\_\_\_

- j) Support IPv6?

Yes\_\_\_\_\_ No \_\_\_\_\_

- k) Provide websites which deliver live conferences accessible by general viewers and by privileged access authenticated by ID and password?

Yes\_\_\_\_\_ No \_\_\_\_\_

The Proposer shall indicate their compliance and should describe their service offering for each of the following. The Proposer should provide the requested information.

Does the Video Conferencing Service:

- l) Provide the ability to record and retain video conferences and

- Make recorded conferences accessible on demand to viewers via a website for the duration of the contract?

Yes\_\_\_\_\_ No \_\_\_\_\_

- Allow the State to download or delete recordings at any time during the contract?

Yes\_\_\_\_\_ No \_\_\_\_\_

- Retain recordings for sixty days after expiration of the contract?

Yes\_\_\_\_\_ No \_\_\_\_\_

- Provide a minimum of one (1) gigabyte of storage for each website?

Yes\_\_\_\_\_ No \_\_\_\_\_

- Provide additional storage capacity upon request?

Yes\_\_\_\_\_ No \_\_\_\_\_

- Accommodate multiple recordings for each website?

Yes\_\_\_\_\_ No \_\_\_\_\_

- Allow access to recorded conferences by general viewers and by privileged access authenticated by ID and password?

Yes\_\_\_\_\_ No \_\_\_\_\_

The Proposer should describe storage capacity and access.

- m) Provide a web admin dashboard and allow multiple administrators for each account?

Yes\_\_\_\_\_ No \_\_\_\_\_

- n) Provide the ability to scale user quantities both up and down according to the State's needs?

Yes\_\_\_\_\_ No \_\_\_\_\_

- o) Support multiple concurrent multi-party video conferencing sessions? The State desires as many concurrent multi-party video conferencing sessions as possible. The Proposer should state the maximum number of concurrent multi-party video conferencing sessions their service will support.

Yes\_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_Maximum number of concurrent multi-party videos

- p) Allow at least 20 participants per meeting room. The State desires as many participants per meeting room as possible. The Proposer should state the maximum number of participants per meeting room their service will support.

Yes\_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_Maximum number of participants per meeting room

- q) Allow participants to dial into the video conference from an audio source ((i.e., voice call via telephone (PSTN) or computer headset))?

Yes\_\_\_\_\_ No \_\_\_\_\_

r) Negotiate stream quality based on connection?

Yes\_\_\_\_\_ No \_\_\_\_\_

s) Dynamically adjust frame rates/resolution in response to network performance issues?

Yes\_\_\_\_\_ No \_\_\_\_\_

t) Allow users to connect from anywhere with integrated NAT and firewall traversal using standards-based IP technologies, including interoperability with WebRTC?

Yes\_\_\_\_\_ No \_\_\_\_\_

u) Allow video connections between users via the internet and State's network?

Yes\_\_\_\_\_ No \_\_\_\_\_

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.9 VIDEO CONFERENCING SERVICES – DESIREABLE PERFORMANCE**  
**CRITERIA (See Section 3.2.1.2)**

The Proposer should provide all information requested in Section 3.2.1.2.



## **7.0 RESPONSE FORMS**

### **7.2 OTHER RESPONSE FORMS**

#### **7.2.10 VIDEO CONFERENCING SERVICES – ENHANCED FEATURES AT NO ADDITIONAL COST (See Section 3.2.1.3)**

The Proposer should indicate which of the following enhanced features they will provide at no additional cost and provide a brief description of each.

- The ability to integrate with the State's Microsoft Exchange for scheduling
- The ability to include video conferences with major unified communications platforms such as Microsoft Lync and IGBM Sametime
- The ability to federate with Microsoft Lync
- The ability to share desktops, content and data
- Interoperability with third-party services and tools, such as Skype and FaceTime
- Support QoS tagging and DiffServ protocols for multimedia

## 7.0 RESPONSE FORMS

### 7.2 OTHER RESPONSE FORMS

#### 7.2.11 VIDEO CONFERENCING SERVICES – ENHANCED FEATURES AT ADDITIONAL COST (See Section 3.2.1.3)

The Proposer should indicate enhanced features and a description of each feature they will provide at additional cost and list the cost, indicating the unit of measure for each charge (examples: monthly, one-time, per user, per requesting entity).

Description	Charge	Unit of Measure
The ability to integrate with the State's Microsoft Exchange 2010 for scheduling	\$_____	_____
The ability to include video conferences with major unified communications platforms such as Microsoft Lync and IGBM Sametime	\$_____	_____
The ability to federate with Microsoft Lync	\$_____	_____
The ability to share desktops, content and data	\$_____	_____
Interoperability with third-party services and tools, such as Skype and FaceTime	\$_____	_____
Support QoS tagging and DiffServ protocols for multimedia	\$_____	_____

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.12 VIDEO CONFERENCING SERVICES – VALUE ADDED BENEFITS AT NO COST**  
**(See Section 3.2.1.4)**

The Proposer should describe any value-added benefits that are at no additional cost to the State.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.13 VIDEO CONFERENCING SERVICES – VALUE-ADDED BENEFITS AT  
ADDITIONAL COST (See Section 3.2.1.4)**

The Proposer should describe and list the cost of any value-added benefits at additional cost to the State.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.14 AUDIO CONFERENCING SERVICES – MANDATORY PERFORMANCE**  
**CRITERIA (See Section 3.2.2.1)**

The Proposer shall indicate their compliance and should describe their offering as requested.

Does the Audio Conferencing Services:

a) Provide local numbers upon request?

Yes \_\_\_\_\_ No \_\_\_\_\_

b) Enable the host and attendees to dial-in to a conference call via a Contractor-provided toll-free access number for participant calls originating in the United States?

Yes \_\_\_\_\_ No \_\_\_\_\_

c) Provide the host the ability to determine whether the conference is a one-way sharing of information or interactive with far-end sites actively participating?

Yes \_\_\_\_\_ No \_\_\_\_\_

d) Provide web content accessible through a published URL for all participants of an audio conference?

Yes \_\_\_\_\_ No \_\_\_\_\_

e) Provide a web admin dashboard for each account?

Yes \_\_\_\_\_ No \_\_\_\_\_

Describe the features of the admin dashboard.

f) Provide the ability to record and retain audio conferences and:

- Make recorded conferences accessible on demand to viewers via a website for the duration of the contract?

Yes\_\_\_\_\_ No \_\_\_\_\_

- Allow the State to download or delete recordings at any time during the contract?

Yes\_\_\_\_\_ No \_\_\_\_\_

- Retain recordings for sixty days after expiration of the contract?

Yes\_\_\_\_\_ No \_\_\_\_\_

- Provide a minimum of one (1) gigabyte of storage for each website?  
Yes\_\_\_\_\_ No \_\_\_\_\_
- Provide additional storage upon request?  
Yes\_\_\_\_\_ No \_\_\_\_\_
- Accommodate multiple recordings for each website?  
Yes\_\_\_\_\_ No \_\_\_\_\_
- Allow access to recorded conferences by general viewers and by privileged access authenticated by ID and password?  
Yes\_\_\_\_\_ No \_\_\_\_\_

The Proposer should describe storage capacity and access.

g) Provide simultaneous playback connections?

Yes \_\_\_\_ No \_\_\_\_

The State desires as many simultaneous playback connections as possible per URL. The Proposer should state the quantity of simultaneous playback connections per URL that will be supported.

\_\_\_\_\_ Number of simultaneous playback connections per URL.

h) .Provide one or more administrators for each account/website?

Yes \_\_\_\_ No \_\_\_\_

The State desires as many administrators permitted for each account/website as possible. The Proposer should state the number of administrators that will be permitted for each account/website.

\_\_\_\_\_ Number of administrators that will be permitted for each account/website.

i) Have the ability to handle up to 250 participants in an audio conference?

Yes \_\_\_\_ No \_\_\_\_

The State desires the maximum number of participants the service will allow. The Proposer should state the maximum number of participants in an audio conference.

\_\_\_\_\_ Maximum number of participants in an audio conference.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.15 AUDIO CONFERENCING SERVICES – DESIRABLE PERFORMANCE**  
**CRITERIA (See Section 3.2.2.2)**

The Proposer should list and describe the features and/or services they will provide.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.16 AUDIO CONFERENCING SERVICES – VALUE-ADDED BENEFITS AT NO COST (See Section 3.2.2.3)**

Describe any value-added benefits that are at no additional cost to the State.



**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.17 AUDIO CONFERENCING SERVICES – VALUE-ADDED BENEFITS AT  
ADDITIONAL COST (See Section 3.2.2.3)**

The Proposer should describe and list the cost of any value-added benefits at additional cost to the State.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.18 ENTERPRISE STREAMING SERVICES – MANDATORY PERFORMANCE**  
**CRITERIA (See Section 3.2.3.1)**

Does the Enterprise Streaming Service:

a) Provide real-time streaming of captured video and audio content?

Yes \_\_\_\_ No \_\_\_\_

b) Provide the ability to upload and stream pre-recorded content?

Yes \_\_\_\_ No \_\_\_\_

c) Make recorded content accessible on demand to viewers via a website for the duration of the contract?

Yes \_\_\_\_ No \_\_\_\_

d) Store recorded content at the Contractor's facility?

Yes \_\_\_\_ No \_\_\_\_

e) Allow the State to download or delete recordings at any time during the life of the contract?

Yes \_\_\_\_ No \_\_\_\_

f) Allow downloading of designated content to State storage by privileged access authenticated by ID and password?

Yes \_\_\_\_ No \_\_\_\_

g) Retain recording for sixty days after expiration of the contract?

Yes \_\_\_\_ No \_\_\_\_

h) Provide the ability to view listings of available content by type (i.e., public meeting, instructional, internal business)?

Yes \_\_\_\_ No \_\_\_\_

The Proposer should describe the features.

- i) Provide the web admin dashboard for each account?

Yes \_\_\_\_ No \_\_\_\_

The Proposer should describe the features.

- j) Provide the ability to perform end-user keyword searches of the titles of all content linked to the video? Keywords shall be defined by the State.

Yes \_\_\_\_ No \_\_\_\_

- k) Provide searchable indexes of archived content from the State's complete library of video archives?

Yes \_\_\_\_ No \_\_\_\_

- l) Ensure that video streams are free of advertisements and logos except for those approved by the State?

Yes \_\_\_\_ No \_\_\_\_

- m) Provide the State the ability to create and maintain individual, customizable, fully-branded websites?

Yes \_\_\_\_ No \_\_\_\_

- n) Provide access to video streaming sessions via URLs embedded in an agency's website?

Yes \_\_\_\_ No \_\_\_\_

- o) Serve a minimum of 1000 simultaneous viewers per website?

Yes \_\_\_\_ No \_\_\_\_

The Proposer should state the maximum number of simultaneous connections per website their service will support and describe any limits of viewer capacity.

\_\_\_\_ Maximum number of simultaneous connections per website.

**7.0        RESPONSE FORMS**  
**7.2        OTHER RESPONSE FORMS**  
**7.2.19    ENTERPRISE STREAMING SERVICES – DESIREABLE PERFORMANCE**  
**CRITERIA – (See Section 3.2.3.2)**

The Proposer should provide all information requested in Section 3.2.3.2.

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.20 ENTERPRISE STREAMING SERVICES – VALUE-ADDED BENEFITS AT NO COST**  
**(See Section 3.2.3.3)**

The Proposer should describe any value-added benefits that are at no additional cost to the State.

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.21 ENTERPRISE STREAMING SERVICES – VALUE-ADDED BENEFITS AT  
ADDITIONAL COST (See Section 3.2.3.3)**

The Proposer should describe and list the cost of any value-added benefits at additional cost to the State.

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.22 BUNDLED FEATURES (See Section 3.2.5)**

Indicate the service the Bundled Features apply to:

- ☐ Video Conferencing
- ☐ Audio Conferencing
- ☐ Enterprise Streaming

The Proposer should list their bundled features and applicable pricing.

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.23 NETWORK SECURITY (See Section 3.2.6)**

Indicate the service the Network Security applies to:

- ☐ Video Conferencing
- ☐ Audio Conferencing
- ☐ Enterprise Streaming

The Proposer should provide the information requested in Section 3.2.6.

The Proposer may duplicate this page as necessary.



**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.24 RESOURCE MANAGEMENT – VIDEO CONFERENCING, AUDIO  
CONFERENCING, AND ENTERPRISE STREAMING (Section 3.2.7)**

The Proposer should describe their technical approach to keep traffic on the internal network and the total cost of their resource management solution.

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.25 SERVICE INTERVALS – VIDEO CONFERENCING, AUDIO CONFERENCING AND ENTERPRISE STREAMING SERVICES (See Section 3.3.1)**

The Proposer should describe their typical service intervals if less than fifteen (15) business days.

Indicate the service the intervals apply to:

\_\_\_\_\_ Video Conferencing

\_\_\_\_\_ Audio Conferencing

\_\_\_\_\_ Enterprise Streaming

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.26 MAINTENANCE NOTIFICATIONS (See Section 3.4.1)**

The Proposer should describe the notification process and advanced notification intervals for scheduled maintenance for each service proposed.

Scheduled maintenance notifications shall be a minimum of 72 hours.

Indicate the service maintenance notifications apply to:

\_\_\_\_\_ Video Conferencing

\_\_\_\_\_ Audio Conferencing

\_\_\_\_\_ Enterprise Streaming

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.27 TRAINING AT NO COST (See Section 3.5)**

The Proposer should provide a brief description of all training offered at no cost.

Indicate which service the training applies to:

- ☐ Video Conferencing
- ☐ Audio Conferencing
- ☐ Enterprise Streaming

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.28 TRAINING AT ADDITIONAL COST (See Section 3.5)**

The Proposer should describe and list the cost of all training offered at additional cost.

Indicate which service the training applies to:

\_\_\_\_\_ Video Conferencing

\_\_\_\_\_ Audio Conferencing

\_\_\_\_\_ Enterprise Streaming

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.29 CUSTOMER SERVICE (See Section 3.7)**

The Proposer should describe the Customer Service offering.

Indicate which service Customer Service applies to:

\_\_\_\_\_ Video Conferencing

\_\_\_\_\_ Audio Conferencing

\_\_\_\_\_ Enterprise Streaming

The Proposer may duplicate this page as necessary.

**7.0     RESPONSE FORMS**  
**7.2     OTHER RESPONSE FORMS**  
**7.2.30 ELECTRONIC BILLING (See Section 6.2.5.1)**

## **7.0 RESPONSE FORMS**

### **7.2 OTHER RESPONSE FORMS**

#### **7.2.31 DETAIL RECORDS AND MEDIA (See Section 6.2.5.2)**

The Proposer should propose a layout detail and medium.

Indicate the service the layout detail and medium apply to:

\_\_\_\_\_ Video Conferencing

\_\_\_\_\_ Audio Conferencing

\_\_\_\_\_ Enterprise Streaming



**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.32 ELECTRONIC PAYMENT (See Section 6.2.6.1)**

The Proposer should check which option they will accept or indicate if they are already enrolled.

<b>Payment Type</b>	<b>Will Accept</b>	<b>Already Enrolled</b>
LaCarte	_____	
EFT (Electronic Funds Transfer)	_____	_____

\_\_\_\_\_  
Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for payment type chosen

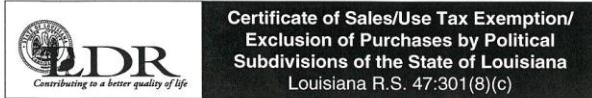
\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address of authorized individual

\_\_\_\_\_  
Phone number of authorized individual

**8.0 APPENDIX**  
**8.1 TAX EXEMPTION STATUS (See Section 4.1.5)**

R-1056 (10/07)



PLEASE PRINT OR TYPE.


Political Subdivision LA Office of Technology Services - Network Services		Louisiana Dept. of Revenue Registration No. (if applicable) 1284900001	
Address P. O. Box 94280			
City Baton Rouge	State LA	ZIP 70804	

The above referenced entity does hereby certify that the entity is a public agency of the State of Louisiana with legal status as one of the following:

- ☒ State agency, board or commission
- ☐ Municipal government or instrumentality thereof
- ☐ Public Charter School (R.S. 17:3971-4001)
- ☐ Hospital service district
- ☐ Public housing authority
- ☐ Parish government or instrumentality thereof
- ☐ Parish school board or public school
- ☐ Law enforcement district
- ☐ Waterworks district
- ☐ Parish and municipal libraries
- ☐ Other \_\_\_\_\_

Purchases of tangible personal property and taxable services, and/or leases and rentals of tangible personal property by the above referenced political subdivision are totally exempted from the sales tax levied by the State as provided by R.S. 47:301(8)(c). The Louisiana Constitution, Article VI, §44(2) defines a political subdivision as "a parish, municipality, and any other unit of local government, including a school board and a special district, authorized by law to perform governmental functions".

The authorized person for the political subdivision certifies that the entity meets the criteria for the sales tax exclusion under R.S. 47:301(8)(c), and if sales tax is later found to be due, the entity will be responsible for any tax liabilities.

Signature of Authorized Agent	
Authorized Agent Jane A Patterson	Title IT Telecommunications Administrator
Signature X 	Date (mm/dd/yyyy) 5/25/14

**8.0 APPENDIX**  
**8.2 SAMPLE USAGE REPORT (See Section 6.2.7)**

**DIVISION OF ADMINISTRATION  
OFFICE OF STATE PROCUREMENT  
VENDOR SPEND/USAGE INFORMATION**

OSP BUYER NAME:	_____	VENDOR NAME:	_____
OSP BUYER CONTACT INFO:	_____	VENDOR ID #:	_____
INFORMATION DATE RANGE	_____	VENDOR CONTACT INFO:	_____
COMMODITY NAME:	_____	CONTRACT #:	_____
COMMODITY #:	_____	CONTRACT TERM:	_____

[illegible]